

Residential heat supply agreement



Glasgow City Council

City Chambers

George Square

GLASGOW G2 1DU

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Residential heat supply agreement

General Terms and Conditions

This is a Residential Heat Supply Agreement between

[a] **Glasgow City Council** ; AND

[b] **The Customer**

It is now agreed as follows:

1 **You** [The Customer] are connected to a communal district heating network operated and maintained by Glasgow City Council as a Local Authority for the City of Glasgow in terms of Local Government etc. [Scotland Act 1994 and having their Principal Offices at City Chambers, George Square, Glasgow G2 1DU ["Council"].

2 **The Customer** is the lawful occupier of the Supply Address [as defined below] and wishes the Council to provide heating services to the Property on the terms agreed herein;

3 **Supply Address:** _____

4 **The Billing Address:** _____
[Leave blank if this is the same as the Supply Address]

5 **Utility Services to be supplied:** Hot water to Consumer Interface Unit (CIU)

6 **Supply Address Type:** _____

7 **Start Date:** _____

8 **Payment Terms:** Monthly in arrears or Pay-As-You-Go

9 **Payment Method:** Fixed or Variable Monthly Direct Debit or Pay-As-You-Go
(subject to the terms of the Agreement)
[Please also complete and sign the Direct Debit Mandate]

10 **Charging Statement Option:** By Email: Email address: _____
Paper:

11 **The Council** shall supply the heating & hot water services to the Supply Address on the terms contained in SCHEDULE 1.

12 **The Customer** shall pay in accordance with SCHEDULE 1.

13 **The Council** shall share your personal data where necessary as described in SCHEDULE 1 (Clause 15).

14 **Vulnerable Customer:** A vulnerable customer lives at the Supply Address:

Signed by the CUSTOMER

_____ [Print Name] _____ Date:

Signed for and on behalf of the COUNCIL

_____ [Print Name] _____ Date:

1 General

1.1 This Agreement sets out the Council's obligations to operate and maintain the district heating system to enable You to heat and have hot water at the Supply Address. The Agreement also sets out your responsibilities to co-operate with the Council and pay for the heat and hot water that You use.

1.2 Definitions as they appear in this Agreement are explained in Schedule 2.

2 Provision of Supply

2.1 We will provide the Utility Supply at the Supply Address unless and until the Utility Supply is suspended or terminated in accordance with the Terms and Conditions.

2.2 We will make the Utility Supply in accordance with the relevant laws and regulations and in compliance with Generally Accepted Industry Standards.

2.3 The Council warrants that the characteristics of the Utility Supply will be in accordance with Generally Accepted Industry Standards.

2.4 This Agreement begins when We receive a copy of this Agreement signed by You or You start using the Utility Supply, whichever is sooner.

2.5 You will give Us meter readings at the Start Date or allow Us to obtain such readings.

2.6 This Agreement continues until it ends in accordance with clause 11 (Suspension of Supply and/or Termination) even if You are no longer using the Utility Supply or no longer occupying the Supply Address.

3 Vulnerable Customers

3.1 We keep a priority service register of customers who are pensioners, disabled or chronically ill. If You think You may be entitled to be on this register and qualify for any of the services described below please contact Us so that We can explain the benefits available.

3.2 We provide special services for customers on the register, such as password schemes for meter readings and large-print or audio Charging Statements.

- 3.3 We know that some customers may take comfort from a family member or friend checking their Charging Statements and letters. If You ask, We can send your Charging Statements and any correspondence to a family member or friend You have chosen so that they can assist You.

4 Complaints

- 4.1 You should address any matters associated with this Agreement to the Council at Glasgow City Council Customer Care Team, Glasgow City Council, City Chambers, Glasgow, G2 1DU.
- 4.2 We have a formal complaints process in place to support You.
- 4.3 If You have a complaint, We will first try to fully understand the nature of your concern and sort out the issue You raise. We will do this by reviewing the circumstances of each complaint.
- 4.4 We aim to contact You within 48 hours of receiving your complaint to sort out the problem. We aim to sort out all issues within five (5) working days of receiving your complaint and a Service Level payment will be payable to You if a written response is not provided within 14 working days of Us receiving your complaint.

5 Access

- 5.1 You agree to give Us, Our agents and other representatives safe and uninterrupted access in accordance with the provisions of this clause to the Supply Address and the Supply Equipment.
- 5.2 By entering into this Agreement You give Us consent to access to the Supply Address:
- 5.2.1 At all reasonable times for any purpose in connection with the Utility Supply or the Supply Equipment including reading, inspecting, servicing, testing, repairing, exchanging, installing, isolating or removing any part of the Supply Equipment;
- 5.2.2 At all reasonable times where We have a right to suspend or cut off your Utility Supply under this Agreement;
- 5.2.3 At all reasonable times if We have reasonable grounds for suspecting that You are taking a Utility Supply in a manner contrary to or in breach of the terms of this Agreement [**Illegal Supply**]. If upon taking access We find evidence that an Illegal Supply has been taken at the Supply Address, You agree to repay the costs of any such Illegal Supply and consent to Us installing a Pay-As-You-Go Meter which will be set to recover these costs as well as the costs for the continued Utility Supply to the Supply Address, without prejudice to clause 11.6.2;

5 **Access Continued**

- 5.2.4 At all reasonable times after this Agreement ends if We wish to recover any part of the Supply Equipment or other equipment belonging to or used by Us;
- 5.2.5 At all reasonable times to inspect and/or test the Domestic Equipment at the Supply Address where reasonably required to be carried out by Us;
- 5.2.6 At any time where danger may exist in connection with the Utility Supply;
- 5.2.7 At any time for any purpose required by any relevant legislation; or
- 5.2.8 To exercise Our rights to install a Pay-As-You-Go Meter in the circumstances detailed in this Agreement.

5.3 Other than in the case of an emergency, provided for in clause 5.4, in exercising Our rights of access under clause 5.2 We will try to arrange an appointment with You before visiting the Supply Address. If this is not possible We will give You at least 24 hours notice prior to accessing the Supply Address.

5.4 In an emergency where there is a danger to persons or property We can enter the Supply Address if You are not there provided that the Supply Address is left no less secure by reason of such entry.

5.5 We may not exercise the right of access provided for in clause 5.2 in relation to clause 6.17 of this Agreement if any amount is genuinely in dispute or We have not given You seven 7 working days' notice of Our intention to exercise those rights.

5.6 We will pay to You reasonable compensation for making good any damage caused by Us at the Supply Address during access in terms of this clause 5.

6 **Charges and Payment**

6.1 Your property has been designed to be energy efficient. The Council maintains a policy which seeks to ensure that customers have a secure, environmentally friendly and affordable Utility Supply .

- 6.2 The total charges for a Direct Debit Customer shall be the Consumption Charge plus the Maintenance Charge plus the Standing Charge. The Total Charges shall be equivalent for Direct Debit and Pay-As-You-Go customers.
- 6.3
- 6.3.1 the Consumption Charge made to You shall not exceed the arithmetic mean of the charge for the equivalent units (kWh) used by You payable by a customer in Glasgow under a direct debit dual fuel agreement of each of Scottish Power, SSE, EDF and British Gas based on quarterly benchmarking
- 6.3.2 We will aim to maintain the Standing Charge made to You at a rate which does not exceed the arithmetic mean of the standing charge payable by a customer in Glasgow under a direct debit dual fuel agreement of each of Scottish Power, SSE, EDF and British Gas based on quarterly benchmarking
- 6.3.3 We will aim to maintain the Maintenance Charge made to You at a rate which does not exceed the arithmetic mean of the boiler maintenance plan charges payable by a customer in Glasgow under an agreement with each of Scottish Power, SSE, EDF and British Gas based on quarterly benchmarking
- 6.3.4 We shall in determining the level of the Standing Charge and the Maintenance Charge act in good faith with a view to recognising the legitimate concerns of a non-profit distributing organisation and Our declared intention that the total charges to be paid by You should not exceed the equivalent cost of having a modern efficient gas boiler.
- 6.4 Our Charges will be determined in accordance with this Agreement. Subject to your right to set off in respect of sums owed to You under clause 5.6 or clause 21, You agree to pay all Charges due to Us and any other charges made in accordance with this Agreement on the due date for payment. The Standing Charge must always be paid without any set off, deduction, counterclaim or other withholding of any amount for any reason. If, in any month, We owe You any sums under this Agreement whether under clause 5.6 or clause 21.6 or otherwise, We will deduct these sums from the Charges which have accrued during that month and this deduction will be shown in Your quarterly Charging Statement, provided that You will always require to pay at least the amount of the Standing Charge due for that month. If the amount We owe You exceeds the amount which We deduct from You, We will pay the amount of such excess to You.
- 6.5 You must pay VAT and any other taxes or duties at the applicable rate.
- 6.6 The Network includes an automatic, remote meter reading system. We may visit the Supply Address to verify a Meter reading. Meter readings will normally be assumed to be correct. Where We believe the meter readings are inaccurate or they are not available We will make a reasonable estimate and send You a Charging Statement. You may supply your own Meter reading at any time on any day by contacting Us on the contact details provided on your Charging Statement.

6 Charges and Payment Continued

- 6.7 If We have been at fault by either significantly underestimating the amount of heat You use or by not sending You Charging Statements, We will accept responsibility for this. We will not charge You for any Utility Supply You have used more than a year before We discovered the mistake.
- 6.8 If You are paying by monthly direct debit, We will send You quarterly Charging Statements and/or statements which will identify the Charges incurred by You over the period. The information We will provide will include:
- 6.8.1 The total payments debited from your bank account and of any change to that amount;
 - 6.8.2 The balance of your account; and
 - 6.8.3 Any adjustment We require to make to a Fixed Direct Debit.
- 6.9 If any payments are late We are entitled to charge You [i] interest at the rate of 2% per annum above the current Bank of England base rate in force at that time and [ii] reasonable costs of trying to recover overdue payments.
- 6.10 We will provide clear contact details on Our Charging Statements. If You have a question about any part of your Charging Statement, please contact Us; We aim to sort out enquiries within five (5) working days but, if We think your query will take longer to deal with, We will explain this to You.
- 6.11 We will detail any Utility Supply You have used and Our Charges in as simple a format as possible and provide information on working out the total charges. We will clearly show any permitted changes to prices and any reductions.
- 6.12 If You choose to dispute any amount then You must pay the undisputed amount, and once the dispute is settled, pay any amount that is still owed, if applicable. If, once the dispute is settled, We owe You any amount We will credit this amount against the next Charging Statement raised by Us.
- 6.13 If You pay Us without telling Us which Charge the payment is for, We will allocate each payment to the Charges in the order in which they became due and credit your account with any balance.
- 6.14 If You make an appointment with Us and cannot keep it, You must let Us know, by midday the day before or We may charge You for the appointment.

- 6 Charges and Payment** continued
- 6.15 If You dispute the accuracy of the Meter and if it is tested and found to be sufficiently accurate under the manufacturer's guidelines You may have to pay the reasonable cost of the test. However if the Meter is found to be inaccurate then We will adjust the Charges as appropriate. Before visiting the Supply Address and testing your Meter We shall give due consideration to remotely collected metering data.
- 6.16 Where You have chosen to pay by monthly direct debit and then are unable or unwilling to make payments, or You have refused or failed to pay all or any part of the Charges when due, We may take any of the following steps:
- 6.16.1 Agreeing with You an appropriate payment scheme, which may involve the collection of an advance payment;
 - 6.16.2 Subject to clause 7.1 (Security Deposit), the installation of a Pay-As-You-Go Meter to measure and control the Utility Supply to the Supply Address;
 - 6.16.3 Taking action to isolate the Utility Supply to the Supply Address; and/or
 - 6.16.4 Taking court action to recover outstanding Charges and additional costs.
- 6.17 Where We have installed a Pay-As-You-Go Meter under clause 6.16, the Charges will not be affected but You will need to make the payment in advance of the Utility Supply being made and those payments covered by the Pay-As-You-Go Meter will include:
- 6.17.1 Any costs or charges arising from damage for which You are responsible under this Agreement or any other breach of this Agreement by You; and
 - 6.17.2 Allocation of arrears (if any) outstanding at the date of installation of the Pay-As-You-Go Meter to be paid back over a reasonable period.
- 6.18 If You have a Prepayment Meter, We will produce a statement each quarter giving details of the Utility Supply You have used, and the amount recovered in respect of any arrears.
- 6.19 Not used

6 Charges and Payment continued

- 6.20 We will use reasonable endeavours to use actual Meter readings to calculate the Consumption Charges, but will use reasonable estimates of consumption where this is not possible. We will reconcile any estimate of the Utility Supply used by You against actual Meter readings when We next read your Meter and may adjust the amount of the Consumption Charges accordingly.
- 6.21 If at any time the total amount of payments You have made is less than the Charges incurred to date:
- 6.21.1 We may require You to pay the difference to Us within 14 days of the date of Our Charging Statement; or
 - 6.21.2 We may increase the amount debited from your bank account so that We recover the difference over a period acceptable to Us.
- 6.22 If We agree to accept payment other than by fixed or variable direct debit or your direct debit mandate is not honoured by your bank for any reason, You must pay Us the amount due as shown on your Charging Statement within 14 days of the date of your Charging Statement. In such circumstances We may levy an additional administration charge.

6 Charges and Payment continued

6.23 Subject to clause 21, until this Agreement is terminated, You will continue to be responsible for all Charges even if:

6.23.1 the Supply Address is vacant or occupied by someone else;

6.23.2 Your Utility Supply is used by someone else without your knowledge or permission;

6.23.3 You do not use the Utility Supply for any period; or

6.23.4 Your Utility Supply is not available for any reason. Where Service Level Payments are due under clause 21 because of a total loss of heat Your Standing Charge payments for the period of the total loss of heat will not exceed the Service Level Payments due to You as a result of the total loss of heat.

If your Utility Supply is not available due to a breach by Us of this Agreement for a continuous period of not less than 7 days the Standing Charge for the period in which the breach occurred will be reduced on a pro rata basis. You will not be entitled to any Service Level Payment under clause 21 to the extent that there is a reduction to the Standing Charge in terms of this clause 6.23.

6.24 Where We disconnect the Utility Supply due to your breach of this Supply Agreement, We may levy a charge for disconnection and/or subsequent reconnection of the Utility Supply.

7 Security Deposit

7.1 We may agree with You that instead of installing a Pay-As-You-Go Meter pursuant to clause 6.16.2 Charges & Payment, You will pay a security deposit to Us equivalent to the estimated total charges for one month. If You do not provide the security deposit as agreed We may install a Pay-As-You-Go Meter.

7.2 If You subsequently fail to pay Charges due, We may use the security deposit if any, in full or in part to meet your outstanding Charges. This right shall not affect Our rights to:

7.2.1 Terminate this Agreement, if applicable; and/or

7.2.2 Recover any outstanding balance and reasonable costs incurred in doing so.

7.3 Subject to clause 7.2, any security deposit held together with any applicable interest shall be refunded if at any time You cease to own or occupy as the case may be the Supply Address or You terminate the Agreement as a result of Our default.

8 Meters and Supply Equipment

- 8.1 You will not have any title in any Supply Equipment. You will not interfere with, damage or attempt to remove or to repair any part of the Supply Equipment. You will not contract with a third party to repair any part of the Supply Equipment.
- 8.2 You are responsible for making sure the Supply Equipment at the Supply Address is protected and kept in safe condition. You must let Us know immediately if the Supply Equipment gets interfered with, damaged or appears not to be working correctly.
- 8.3 You will be liable if You or if You allow any other person to, intentionally or by culpable negligence damage the Supply Equipment. If the Supply Equipment is damaged in this manner, We may install a Pay-As-You-Go Meter at the Supply Address and charge You the costs We incur in remedying the damage.
- 8.4 You are responsible for any damage including damage caused by misuse or vandalism to the Supply Equipment and any damage caused by failure or refusal to grant access to the Supply Address in accordance with clause 5: except where;
- 8.4.1 Damage is caused by Us or Our Contractors or agents; or
- 8.4.2 Damage is caused by a problem with the Utility Supply.
- 8.5 We have the right to charge You in respect of any damage for which You are responsible including the cost of any associated repair or replacement of the Supply Equipment which is required as a result of damage caused by You. The provisions of this clause 8.5 are without prejudice to any other right or remedy that We may have under or in connection with the Agreement.
- 8.6 You will accept as accurate all Meter readings taken or estimated by Us unless there is an obvious error or a Meter is found to be defective. We will check the accuracy of the Meter at reasonable intervals, and where reasonably requested by You.
- 8.7 If We find that a Meter is defective We will adjust the Consumption Charge to take into account any error or inaccuracy in the Meter reading. We may adjust an incorrect Meter reading based on Our reasonable estimate of the amount of Utility Supply used by You.
- 8.8 You must tell Us as soon as possible if You believe any Meter is defective, damaged or destroyed or if anyone other than Us or Our agents interferes with or removes any Meter.

8 Meters and Supply Equipment continued

8.9 We are responsible for the operation and maintenance of the Supply Equipment.

8.10 We are not responsible for the operation and maintenance of the Domestic Equipment.

9 Faults and Supply Interruptions

9.1 We do not guarantee that the Utility Supply will be available at all times through the network or that the Utility Supply will be free of brief variations in temperature and pressure. You agree that, other than as provided for at clause 21 (Agreed Response Times and Service Level Payments) We are not liable to You for any interruption of or variance in the standard of the Utility Supply made in accordance with this clause 9 or where We have used reasonable endeavours to avoid interruption of or variance in the standard.

9.2 We are not liable for any discontinuation or deterioration in the quality of the Utility Supply caused by something beyond Our reasonable control and which has the effect of preventing Us from performing, or limiting Our ability to perform, Our obligations.

9.3 We may need to interrupt your Utility Supply for reasons including but not limited to:

9.3.1 Any fault on any equipment within the Supply Address or any other equipment used by Us;

9.3.2 A need to carry out work on any equipment used by Us;

9.3.3 A risk of injury to any person or damage to property;

9.3.4 If We are required to do so in terms of law or any relevant industry arrangements.

9.4 Except in an emergency and provided that it is possible for Us to do so, We will give You notice at least two days in advance before interrupting your Utility Supply. Wherever possible We will tell You:

9.4.1 The date on which your Utility Supply will be interrupted;

9.4.2 The earliest time on that date when your Utility Supply will be interrupted; and

9.4.3 How long your Utility Supply is likely to be off.

9 **Faults and Supply Interruptions** continued

- 9.5 If there is a fault or interruption to your Utility Supply other than an interruption We have told You about, You must tell Us as soon as possible by calling Us. We will:
- 9.5.1 Log your call and issue a unique call reference number;
 - 9.5.2 Tell You what We will do in response to the reported fault or interruption;
 - 9.5.3 Where necessary, arrange for Our agent to visit the Supply Address;
 - 9.5.4 Report back, using the initial call reference number, as soon as reasonably practicable; and
 - 9.5.5 Repair all reported faults as soon as reasonably practicable.

10 **Notices and/or Changes to Our Charges**

- 10.1 We will levy the Charges at the rates set out from time to time in the Charging Statement. The Council shall not increase charges within six months of the previous amendment.
- 10.2 Any variation to the terms of the Agreement will be in accordance with clause 12 (Variation).
- 10.3 Notices required under this Agreement will be in writing and delivered by hand, sent by post or by e-mail where available. We will send notices to your billing address. We will assume You have received the notice two (2) working days after We have sent it unless We receive evidence to the contrary. You must send notice[s] by post or deliver to: Glasgow City Council City Chambers, Glasgow, G2 1DU or such other address as shown on the latest Charging Statement.

11 **Termination of Agreement / Suspension of Supply**

- 11.1 Except where the Agreement is assigned to the new owner pursuant to the terms of clause 20, the Agreement will terminate on the start date of a replacement agreement that We enter into with another Customer for the Utility Supply to the Supply Address or on the date You no longer own or occupy the Supply Address subject to You providing 14 days written notice requesting that the Utility Supply is disconnected at the Supply Address.
- 11.2 You will remain liable for all Charges arising under this Agreement up until the termination date as provided for in clause 11.1.

11 Termination of Agreement / Suspension of Supply continued

- 11.3 You may terminate this Agreement if all of the following occur:
- (i) We commit a material breach of this Agreement;
 - (ii) You give Us written notice of the breach as soon as practicable after the breach has occurred;
 - (iii) We fail to remedy the breach within 30 days of the date of your notice, or such longer period as is reasonably necessary to remedy the breach taking into account all the circumstances; and
 - (iv) You give Us a final written notice of the breach informing Us of your intention to terminate this Agreement and We fail to remedy the breach within 14 days of the date of your notice.
- 11.4 Except for your payment obligations if We or You fail to fulfil any of Our obligations under this Agreement because of an event or circumstance outside either of Our reasonable control such failure will not be a breach of this Agreement for the duration of such event or circumstance.
- 11.5 The expiry or termination of this Agreement will not affect the accrued rights of either party prior to such expiry or termination.
- 11.6 Subject to clause 11.1 and clause 11.2 and to the extent permissible by law, We may terminate this Agreement or suspend or cut off the Utility Supply or any Element of the Utility Supply immediately if:
- 11.6.1 Subject to clause 11.7, You cause or allow damage to be caused to the Supply Equipment in terms of clause 8 (Meters and Supply Equipment);
 - 11.6.2 We have reason to believe that You or any other person has or has attempted to use the Utility Supply without authorisation, steal or unlawfully abstract the Utility Supply; and/or
 - 11.6.3 We have reason to believe there may be a danger to life or property.
- 11.7 Where the Utility Supply is to be suspended or cut off because You have not paid the Charges in full or a Security Deposit for which we have asked You under clause 7.1 We will give at least 28 days' notice after having sent You at least one notice warning You that You have not paid the Charges or the Security Deposit, as the case may be. In all other cases We will give such notice of Our decision to suspend or cut-off the Utility Supply as is reasonable in all the circumstances.
- 11.8 Following any termination of this Agreement or the suspension or cutting off of the Utility Supply, We will still have all Our rights against You and You must allow Us or Our personnel, agents or sub-contractor to enter the Supply Address to alter, remove or reconfigure any Supply Equipment if We require to do so. You may be required to pay Our costs for any damage caused to the Supply Equipment following termination, suspension or cutting off of the Utility Supply. All other sums still due to Us for the period up to and including the date of termination, including, without limitation, the Standing Charge, will still be payable by You to Us.

11 Suspension of Supply and/or Termination Continued

11.9 Where your Utility Supply is received through a Pay-As-You-Go Meter and this Agreement is terminated in accordance with this clause 11, We will be entitled to retain the balance of any prepayment received after deduction of all Charges due under this Agreement to the extent necessary to cover any other payment to which We are entitled under this Agreement. Following deduction of such amounts We will return any remaining balance to You.

11.10 Subject to the Clauses 11.6, 11.8 and 11.9 regarding the termination of this Agreement by Us, if this Agreement is terminated by Us for any other reason, We shall free relieve and indemnify You in respect of all direct costs, expenses, damages and losses (including but not limited legal costs (calculated on a full indemnity basis) and all other professional costs and expenses reasonably incurred by You in replacing the supply of energy for domestic heating and hot water to the Supply Addresses with an alternative supply.

12 Variation

12.1 Subject to the terms of this clause 12, We can, acting reasonably, vary, without obtaining your agreement the terms and conditions for the supply of heating in this Agreement.

12.2 We will not vary the benchmarking principle contained in clause 6.2 (Charges and Payment)

12.3 In the event We want to make any change to the Charges and/or Required Levels of Service We will provide You with not less than 3 months written notice of any such change taking effect together with details of the intended changes.

12.3 We will provide not less than 28 days written notice of all changes other than those provided for at clause 12.3.

13 Waiver

13.1 Any delay on Our part in enforcing any term, condition, right or remedy in respect of this Agreement will not be deemed to be a waiver of any such term, condition, right or remedy.

14 Limitation of Liability

14.1 Except for death or personal injury caused by Our negligent acts or omissions We will only be liable to You for any loss or damage which is a reasonably foreseeable consequence of a breach of this Agreement, up to a maximum liability of £100,000 in any calendar year. Neither You nor We are liable to the other for any indirect, consequential, economic or financial loss or damage including loss of profit, revenue, goodwill, business, contract or wasted expenses.

15 Data Protection

15.1 Information You provide or We hold [whether under this Agreement or otherwise] may be used by Us, Our employees and/or Our agents to:

15.1.1 Identify You when You call;

15.1.2 Assist in the detection and prevention of crime, fraud or loss;

15.1.3 Assist in the administration of accounts, services and products offered by the Council now or in the future; and

15.1.4 Contact You in writing or by phone with information about other services and products offered by Us and/or Our carefully selected partners. We will not contact You in this way if You have previously notified Us You don't want to be contacted.

15.2 Information You provide or We hold may be provided to any party who provides any service to Us whether directly or indirectly in relation to this Agreement or vice versa in order for both You and Us to comply with Our obligations under this Agreement.

15.3 We may use information about your use of utility supply in order to advise You of services and products which may be available.

15.4 We may carry out credit and fraud prevention checks with licensed credit reference and fraud prevention agencies and they will retain a copy of the search. Information from your application and payment details of your account may be recorded by these agencies and may be shared with other organisations to help make credit and insurance decisions about You and members of your household and for debt collection and fraud prevention purposes.

15.5 We may monitor or record telephone calls You make to Us for security purposes, in order to improve Our standards of customer service and for administering your account and debt recovery purposes.

16 Enforceability

16.1 If any part of this Agreement is invalid or unenforceable or is held to be ineffective by any court of law or other regulatory or competent body, this will not affect any other part of this Agreement.

17 Governing Law and Jurisdiction

17.1 This Agreement and any disputes arising from it shall be governed by the Law of Scotland and shall be subject to the exclusive jurisdiction of the Scottish Courts.

18 Emergencies and Safety

18.1 If You are aware of any matter or incident that either causes danger or requires urgent attention in relation to the Utility Supply or affects or is likely to affect the maintenance of the security, availability and quality of service of the Network, You must contact Us immediately. Contact details are printed on your Charging Statement.

19 Connection Provisions

19.1 The Supply Address will remain connected to Our Network in accordance with any legal or regulatory requirements that apply from time to time, and the terms of this Agreement.

19.2 You must not make any significant change to the Domestic Equipment, or do anything else that could affect Our Network or require alterations to your connection without Our prior consent.

20 Assignment and sub-contracting

20.1 Except in respect of the assignment to a new occupier of the Supply Address You may not transfer this Agreement to another person without Our written consent. Where You wish to transfer this Agreement to the new occupier of the Supply Address You shall be entitled to assign or transfer this Agreement provided that You give Us 14 days prior written notice of the assignment.

20.2 We may assign or transfer all or any part of Our rights and subcontract any of Our obligations under this Agreement without your consent provided that the assignee, subcontractor or transferee holds the necessary qualifications, skills and experience in respect of those rights and obligations and such a transferee is demonstrably capable of fulfilling the obligations of the Council and provided also that in the event that the assignee or transferee or subcontractor is in material breach of its obligations under this Agreement or is no longer capable of providing or otherwise fails to provide the Utilities Services, the Council shall step in to ensure the continuation of the said Services and the Council undertake that such appropriate and enforceable step-in rights shall be contained within any assignment or transfer or subcontract agreement.

21 Agreed Response Times & Service Level Payments

21.1 Where, as a result of a request from You [and other than in the case of an interruption that We have told You about under clause 9.1 to clause 9.3] in accordance with clause 9.4, We agree to visit the Supply Address to investigate any problem with the Utility Supply. We will offer an appointment within the relevant Response Time.

21 Agreed Response Times & Service Level Payments Continued

21.2 Where We do not offer an appointment within the relevant Response Time or where We have otherwise failed in Our service to You by failing to meet a Required Service Level within the relevant Response Time [as set out in the Table of Response Times and Service Level Payments] We will credit your account with the relevant Service Level Payment provided that:

21.2.1 None of the exclusions stated at clause 21.3 below apply;

21.2.2 You have contacted Us within one month after the relevant Response Time detailing the Response Time that You believe was not met; and

21.2.3 You have provided to Us any information that We reasonably request from You to enable Us to confirm that You are entitled to the Service Level Payment claimed.

21.3 The exclusions are:

21.3.1 You inform Us that any action already taken by Us within the required Response Time shall be treated as sufficient where We agree to perform any further action, and We duly perform that action;

21.3.2 It was not reasonable for Us to take the action required as a result of:

[i] matters for which We are not responsible under clause 9;

[ii] the act or default of a person other than Our officer, employee, contractor or agent, or a person acting on behalf of Our contractor or agent;

[iii] inability to obtain access to the Supply Address or any other premises; or

[iv] circumstances in which it would be likely that such action would be in breach of the law.

21 Agreed Response Times & Service Level Payments Continued

21.3.3 where information is provided or is required to be provided by You and the information is provided using contact details other than those notified to You as the correct and up-to-date details for contacting Our Service Centre or in the case of information given by telephone, was given outside of the opening or service times for Our Service Centre in each case as appear on the reverse of Charging Statements sent to You; or

21.3.4 We reasonably consider that the information provided by You was inaccurate.

21.4 The Response Times refer to the period of time between You calling Our Service Centre, and the time of the first reasonable appointment offered to You. If that time is not possible or convenient for You, We will arrange an appointment at the earliest time that is convenient to You. If this agreed appointment time is later than the Response Time, no Service Level Payment will be payable to You.

21.5 Table of Response Times and Service Level Payments:

| SERVICE | RESPONSE TIME / REQUIRED LEVEL OF SERVICE | SERVICE LEVEL PAYMENT IN CASE OF FAILURES |
|--|--|---|
| HEATING / HOT WATER | | |
| Serious leak on the Supply Equipment which cannot be isolated by You and causing immediate damage to property or risk of personal injury | The leak will be repaired within 2 hours of your call being logged at Our Service Centre. | £10 if not repaired within 2 hours plus £2 for each full 4 hour period thereafter for which the problem continues. |
| Total loss of heating or loss of hot water during the Supply Period. | Problem to be repaired with 4 hours of your call being logged at Our Service Centre | £10 if not repaired within 4 hours plus £2 for each full 6 hour period thereafter for which the problem continues. |
| Partial loss of heating or loss of hot water during the Supply Period | Problem to be repaired within 6 hours of your call being logged at Our Service Centre. | £10 if not repaired within 6 hours plus £2 for each full 12 hour period thereafter for which the problem continues. |
| GENERAL | | |
| Failure to offer a reasonable appointment to You within the relevant time-frame. | A reasonable appointment is not offered to You within 5 working days of You calling Our Service Centre. | £10 |
| Failure to attend or lateness attending and agreed appointment with You. | Appointment missed or where appointment agreed to take place either during AM or PM on a given day failure to attend within such time period | £10 |
| Investigation of substantiated written complaints relating to the heat Supply and to matters other than those dealt with by the above Response Times and Service Levels which are of reasonable concern to You | Written response to be provided within 14 working days | £10 |

21 Agreed Response Times & Service Level Payments Continued

21.6 The relevant Service Level Payment is your only remedy in the event that We fail to comply with Our obligation to provide the Utility Supply or undertake any of the other matters referred to in the Table of Response Times. No such failure by Us shall entitle You to terminate this Agreement or to stop paying the Charges due to Us in accordance with clause 6. (Charges and Payment).

21.7 Any sum received by You from a third party and paid by Us to that third party in relation to the Utility Supply being unavailable to the Supply Address will be deducted from any Service Level Payment relating to the same unavailability of the Utility Supply.

22 Whole Agreement

22.1 This Agreement includes everything agreed between Us. Anything that happened or was written before about the subjects dealt with in the Agreement is superseded. Neither You nor We relied upon any representation or warranty that is not written in this Agreement.

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| “Agreement”: | The application You have signed or agreed as “The Customer” on the telephone; these terms and conditions and the Charges; |
| “Charges”: | The Consumption Charge and the Standing Charge in accordance with the Charging Statement; |
| “Charging Statement”: | Our statement of Charges from time to time, as notified by Us to You; |
| “Consumer Interface Unit”: | The equipment [CIU] within the Supply Address which controls the flow of heat and hot water into the Supply Address and contains the Meter for each Supply Address; |
| “Consumption Charge”: | The charge for each unit [kWh] of Utility Supply consumed at the Supply Address, as identified in the Charging Statement; |
| “Domestic Equipment”: | Means all pipework, radiators, valves and controls downstream of the Consumer Interface Unit; |
| “Energy Centre”: | The building containing the combined heat and power engines and boilers that generate the hot water pumped to the Supply Address through the Network; |
| Generally Accepted Industry Standards | Those standards which are generally accepted by operators of district heating systems in the UK from time to time; |
| “Maintenance Charge”: | The annual charge in respect of the maintenance of the Energy Centre, Network and Consumer Interface Unit; |
| “Meter”: | The meter installed at the Supply Address to measure the Utility Supply consumed for the purposes of calculating the Consumption Charge; |
| “Network”: | The distribution system of insulated pipes through which hot water is supplied to your CIU from the Energy Centre; |
| “Pay-As-You-Go Meter”: | Any meter installed by Us in accordance with the provisions of Clause 6 or otherwise; |
| “Response Time”: | The relevant time in each case as set out in the Table of Response Times and Service Level Payments; |
| “Required Level of Service”: | The relevant levels of service required as set out in the Table of Response Times and Service Level Payments; |
| “Service Centre”: | Our office for dealing with customer enquiries including: emergency contact details and opening times / service times etc; |
| “Service Level Payment”: | the relevant payment in each case as set out in the Table of Response Times and Service Level Payments; |

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|---|--|
| "Standing Charge" | The monthly charge identified as such in the Charging Statement; |
| "Start Date": | Means the date[s] that We tell You that the Utility Supply will start or as soon as possible thereafter; |
| "Supply Address": | The address to which the Utility Supply will be made as set out in this Agreement; |
| "Supply Equipment": | Deemed to be part of the District Heating Network and includes Consumer Interface Units [CIU], Meters, automatic metering reading equipment, pipes and other equipment at the Supply Address used to provide the Utility Supply, including any Pay-As-You-Go Meter and excluding equipment in your dwelling downstream from the Consumer Interface Unit; |
| <u>"Supply Period"</u> | The period during which the Utility Supply is provided from the Start Date to the date of termination In accordance with this Agreement; |
| "Table of Response Times & Service Level Payments" | The table at clause 21.5 of this Agreement setting out the Required Level of Service, the Response Times and the Service Level Payments; |
| "Terms & Conditions" | The terms and conditions for the Utility Supply at Schedule 1; |
| "Utility Supply" | The supply of hot water for domestic heating and hot water to the Supply Address; |
| "We" and "Us": | The Council and/or Our contractors, sub-contractors, permitted successors and assignees; |
| "Our": | Belonging to Us; |
| "You": | You, the Customer with whom We have entered into this Agreement and includes other users at the Supply Address. |

